viating carrier loses the benefits of a contract limiting liability as insurer is well settled. *Robertson* v. *National S. S. Co.*, 60 N. Y. Super. Ct. 132, 14 N. Y. Supp. 313; *Galveston, H. & H. Ry. Co.* v. *Allison*, 59 Tex. 193. But no American cases have been found discussing the effect of deviation where an agreed valuation is part of the contract. A few decisions hold the deviating carrier a converter and consequently liable for the full value of the goods in trover. *Phillips* v. *Brigham*, 26 Ga. 617. But this view of deviation seems incorrect. *Southern Pac. Co.* v. *Booth*, 39 S. W. 585 (Tex. Civ. App.). See 2 HUTCHINSON, CARRIERS, 3 ed., § 621. The result of the principal case, however, finds support in England on the ground that an unwarranted deviation is a substantial breach of the special contract which prevents the carrier from asserting any right under it. *Balian* v. *Joly, Victoria & Co.*, 6 T. L. R. 345. *Cf. Thorley* v. *Orchis Steamship Co.*, [1907] 1 K. B. 660; *Kish* v. *Taylor*, [1912] A. C. 604. The elimination of the special contract remits the parties to the ordinary common-law rights and duties of the relation of carrier and shipper. It seems that this should be true whether the special contract provides for exemption or agreed valuation.

CONFLICT OF LAWS — ASSIGNMENT OF CONTRACTS — INDORSEMENT OF INSTRUMENT, NON-NEGOTIABLE IN PLACE OF CONTRACTING, AT A PLACE WHERE SUCH INSTRUMENTS ARE NEGOTIABLE. — A bill of lading issued in England was indorsed for a special purpose in Massachusetts and transferred by the indorsee to the plaintiff, a *bonâ fide* purchaser. By the English law, such a transfer gives no right in the goods except for the special purpose. By the law of Massachusetts the *bonâ fide* purchaser obtains a perfect title. The defendant, the original holder of the bill, obtained the goods from the carrier. *Held*, that the plaintiff can recover in trover. *Roland M. Baker Co.* v. *Brown*, 100 N. E. 1025 (Mass.).

The authorities are divided as to what law governs the negotiability of an instrument. In some jurisdictions the law of the place of performance governs. *Stevens* v. *Gregg*, 89 Ky. 461, 12 S. W. 775. Since the question relates to the nature of the obligation assumed by the obligor, the correct view would seem to be that it is for the *lex loci contractus*. This view is taken in some jurisdictions. *Havenstein* v. *Barnes*, 5 Dill. (U. S.) 482; *De La Chaumette* v. *Bank of England*, 2 B. & A. 385; *Lebel* v. *Tucker*, L. R. 3 C. B. 77. This is clear where the same place is named for payment. *Cope* v. *Darrell*, 9 Dana (Ky.) 415; *Coburn* v. *Planter's National Bank*, 87 Va. 661, 13 S. E. 98. Or where there is no other place of payment expressed. *Barrett* v. *Dodge*, 16 R. I. 740, 19 Atl. 530; *Strawberry Point Bank* v. *Lee*, 117 Mich. 122, 75 N. W. 444. But where, as in the principal case, the dispute arises between successive holders of the bill of lading, different considerations arise. The question is as to the effect which the transfer of the bill of lading has on the title to the goods, and the law of the place where the act of transfer takes place is the proper law to determine its validity. *Alcock* v. *Smith*, [1892] 1 Ch. 238.

CONSTITUTIONAL LAW — SEPARATION OF POWERS — ADMINISTRATIVE BODY WITH LEGISLATIVE AND JUDICIAL POWERS. — By statute a railroad commission was given power to hold judicial hearings and legislative powers to make regulations. The constitution provided that " the legislative, executive, and judiciary departments shall be separate and distinct so that neither shall exercise the powers properly belonging to the other." *Held*, that the statute does not result in an unconstitutional distribution of the powers of government. *Sabre* v. *Rutland R. Co.*, 85 Atl. 693 (Vt.). See NOTES, p. 744.

CONSTITUTIONAL LAW — SEPARATION OF POWERS — EXECUTIVE APPOINTMENT OF SUBORDINATE JUDICIAL OFFICERS. — By statute the board of county

commissioners was given power to appoint and discharge the probation officer of the county court. The constitution provided that no person composing one of the three departments should exercise any power properly belonging to either of the others. *Held*, that the statute is unconstitutional, since it is a delegation of a judicial power to an administrative board. *Witter* v. *County Commissioners of Cook County*, 45 Chic. Leg. N. 194 (Ill., Sup. Ct., Dec., 1912). See NOTES, p. 744.

CONSTITUTIONAL LAW — TRIAL BY JURY — VALIDITY OF STATUTE ALLOWING CHANGE OF VENUE UPON APPLICATION BY PROSECUTOR. — A state constitution provided that the right of trial by jury should remain. A statute allowed circuit courts, upon good cause shown, to change the venue in any causes pending before them. On the application of the prosecution, a circuit court made an order changing the venue in a criminal case. The accused thereupon brought mandamus to compel a vacation of the order. *Held*, that the writ will issue. *Glinnan* v. *Phelan*, 140 N. W. 87 (Mich.).

Two of the four judges composing the majority reached their conclusions on the ground that the statute was unconstitutional, though a majority of the court thought otherwise. The question turns on what the right of the accused was at common law, for this the constitution guarantees him. At common law, upon a writ of *certiorari*, there was a discretionary power to change the venue at the defendant's request, if he showed that a fair trial was impossible in the district where the crime occurred. *King* v. *Hunt*, 3 B. & Ald. 444. See *People* v. *Vermilyea*, 7 Cow. (N. Y.) 108. By the better view changes were also granted upon the same ground on the prosecutor's application. *Regina* v. *Barrett*, Ir. R. 4 C. L. 285. See *Barry* v. *Truax*, 13 N. D. 131, 141, 99 N. W. 769, 772. But see *People* v. *Powell*, 87 Cal. 348, 25 Pac. 481. The common-law right guaranteed by the state constitution was therefore only a conditional right to be tried in the county where the crime was committed. Hence the statute in the principal case is not unconstitutional. *People* v. *Peterson*, 93 Mich. 27, 52 N. W. 1039; *Barry* v. *Truax*, *supra*. This reasoning would seem to apply even where the constitution expressly provides for a trial in the county or district where the crime occurs, for this is the broad common-law rule, into which the common-law exception should be read. The slight weight of authority is, however, opposed to this view. *Wheeler* v. *State*, 24 Wis. 52; *In re Nelson*, 19 S. D. 214, 102 N. W. 885. *Contra*, *State* v. *Miller*, 15 Minn. 344; *Hewitt* v. *State*, 43 Fla. 194, 30 So. 795.

CONSTITUTIONAL LAW — TRIAL BY JURY — WHETHER APPELLATE COURT CAN REVERSE A JUDGMENT RENDERED ON A VERDICT. — The plaintiff sued the defendant company on an insurance policy. After the evidence was in, the defendant requested a verdict in its favor. The request was refused and the jury found in favor of the plaintiff. The defendant moved for judgment notwithstanding the verdict. The motion was refused, but on writ of error the Circuit Court of Appeals, finding that there was not sufficient evidence to send the plaintiff's case to the jury, entered judgment for the defendant. *Held*, that the Circuit Court of Appeals should have ordered a new trial, but the entering of judgment for the defendant was in violation of the Seventh Amendment, providing that "no fact tried by a jury shall be otherwise re-examined in any court of the United States, than according to the rules of the common law." *Slocum* v. *New York Life Ins. Co.*, 33 Sup. Ct. 523. See NOTES, p. 738.

CORPORATIONS — CAPITAL, STOCK, AND DIVIDENDS — SITUS OF STOCK AT DOMICILE OF CORPORATION. — A testator who died domiciled in Alabama owned stock in a Mississippi corporation. By Mississippi law all the property in that state is distributed according to Mississippi law and not that of the